violation of a race track statute, was quoted by the defendant newspaper. *Held*, that the report is qualifiedly privileged. *Tilles* v. *Pulitzer Pub. Co.*, 145 S. W. 1143 (Mo.).

A qualified privilege obtains in reports of proceedings in courts of justice or in executive or legislative bodies. See ODGERS, LIBEL AND SLANDER, 4 ed., 291, 308. Such immunity has been allowed in England to the report of proceedings of a medical investigating committee appointed under a statute. *Allbutt* v. *General Council*, 23 Q. B. D. 400. But this protection was refused in America to a report of a city council meeting to discuss a charter amendment. *Buckstaff* v. *Hicks*, 94 Wis. 34, 68 N. W. 403. The privilege rests upon the right of the public to know what goes on in a court of justice, the public advantage from consequent detection of crime, and the private interest of the accused in having the case fairly published. See BOWER, CODE OF ACTIONABLE DEFAMATION, 406. The extension to legislative and executive meetings rests on the applicability of the first of these reasons. See *Wason* v. *Walter*, L. R. 4 Q. B. 73, 89, 93. The principal case bases its decision on the same ground; but the public interest here seems scarcely more than a curiosity on the part of gamblers as to the illegality of their conduct, and our system of jurisprudence attempts no protection of delinquents ignorant of the law. *In the Matter of Barronet*, 1 E. & B. 1. The kind of general interest usually considered in granting immunity involves the existence of a moral or public duty of a very different nature. See ODGERS, LIBEL AND SLANDER, 4 ed., 249. The principal case extends a rule to circumstances where the reasons for the rule do not exist.

LIFE ESTATES — TRUST FUNDS — APPORTIONMENT OF STOCK DIVIDENDS BETWEEN LIFE TENANT AND REMAINDERMEN. — Stock in a corporation was bequeathed in trust for certain persons for life with remainder over to others. Funds earned by the corporation after the death of the testator were used to increase the plant. A stock dividend representing the amount of the increase was issued during the life tenant's term. *Held*, that such dividend shall become part of the principal of the trust. *Bryan* v. *Aikin*, 82 Atl. 817 (Del). See NOTES, p. 77.

MORTGAGES — LIMITATION OF ACTIONS — REVIVING OF MORTGAGE BY GRANTEE WITHOUT REVIVING DEBT. — Certain land was mortgaged as security for a promissory note. The mortgagor's grantee took the land subject to the mortgage but did not assume liability upon the note. After the Statute of Limitations had run against both note and mortgage, the grantee promised to pay off the mortgage. *Held*, that the grantee's promise revives the mortgage. *Fitzgerald* v. *Flanagan*, 135 N. W. 738 (Ia.).

At common law, where a mortgage created an estate, the mortgage could be foreclosed after the debt it secured was barred. *Colton* v. *Depew*, 60 N. J. Eq. 454, 46 Atl. 728; *Northrop* v. *Chase*, 76 Conn. 146, 56 Atl. 518. But by statute in Iowa a mortgage invests no title in the mortgagee, its only effect being to create a lien incident to the debt it secures. IOWA CODE, 1897, § 2922. And the life of the lien is determined by the life of this debt. *Clinton County* v. *Cox*, 37 Ia. 570; *Jenks* v. *Shaw*, 99 Ia. 604, 68 N. W. 900. For this reason it might be argued that the result of the principal case is incongruous. Had the grantee in the principal case assumed liability on the promissory note, clearly his promise would revive the debt and its accessory, the mortgage. *Daniels* v. *Johnson*, 129 Cal. 415, 61 Pac. 1107. But here the note cannot be revived by the grantee, for he never assumed liability upon it. *Moore* v. *Olive*, 114 Ia. 650, 87 N. W. 720. The Statute of Limitations bars recovery upon the debt but does not extinguish it. *Smith* v. *Washington City, etc. R. Co.*, 33 Gratt. (Va.) 617; *Pratt* v. *Huggins*, 29 Barb. (N. Y.) 277. Since the debt exists it seems reasonable to hold that the bar to foreclosing the mortgage may be waived although

there can be no recovery upon the debt itself. *McLane* v. *Allison*, 60 Kan. 441, 56 Pac. 747; *Neosho Valley Investment Co.* v. *Huston*, 61 Kan. 859, 59 Pac. 643. The mortgage, although no longer a distinct right, is still a distinct remedy.

NUISANCE — MEASURE OF DAMAGES — INFRINGEMENT OF EASEMENT: WHETHER RECOVERY FOR INJURY TO OTHER THAN THE DOMINANT TENEMENT. — The plaintiff owned two lots on a street, which had ancient lights, and a lot to the rear, which had none. They were valuable mainly as a factory site. The defendant erected a building shutting off the lights. The court refused an injunction because of the plaintiff's delay. *Held*, that the plaintiff may recover for the depreciation in value of the whole site. *Griffith* v. *Clay & Sons, Limited*, [1912] 2 Ch. 291.

The court in the principal case treats the infringement of the easement as permanent, as it would be if the case were one of eminent domain. *Neff* v. *Pennsylvania R. Co.*, 202 Pa. 371, 51 Atl. 1038. See 11 HARV. L. REV. 118. For such permanent injury to his property a plaintiff may ordinarily recover the diminution in its market value. *Rabe* v. *Shoenberger Coal Co.*, 213 Pa. 252, 62 Atl. 854. *Fidelity Trust Co.* v. *Shelbyville Water and Light Co.*, 33 Ky. L. 202, 110 S. W. 239. Damages in cases of easements are in general computed upon the property to which the easement is appurtenant. *Neff* v. *Pennsylvania R. Co.*, *supra*. One decision gives damages for shutting off light to all the windows in the house, not alone for those having ancient lights. *In re London, etc. Ry. Co.*, 24 Q. B. D. 326. The principal case, allowing damages for injury to each lot, is a somewhat doubtful extension of this theory, and practically adopts the general rule for damages in tort. *Cf. Rajnowski* v. *Detroit, etc. R. Co.*, 74 Mich. 20, 41 N. W. 847. However, the most profitable use to which the land could be put is considered in computing the market value. *Sargent* v. *Merrimac*, 196 Mass. 171, 81 N. E. 970. This is possible here, for the erection of new buildings by the owner will not extinguish the easement. *Ecclesiastical Commissioners for England* v. *Kino*, 14 Ch. D. 213. The decision could be based on the sound ground that the damage to the whole site was really the injury to the most profitable use of the front lots, *i. e.* in connection with the rear one. *Cf. Maynard* v. *Northampton*, 157 Mass. 218, 31 N. E. 1062.

PAROL EVIDENCE RULE — CONSTRUCTION OF DOCUMENTS — WILLS: DECLARATIONS OF INTENTION WHEN LEGATEE MISDESCRIBED. — In 1891 the testator, after giving a life estate, devised all of his freehold property to "John William Halston, the son of Israel Halston." Israel Halston had a son by this name who had died in 1874, and a younger son named John Robert Halston, who claimed the devise. To support the claim, there was offered a declaration of the testator to John Robert Halston that he was to have the land. *Held*, that the declaration is admissible. *In re Halston*, [1912] 1 Ch. 435.

All of the facts and circumstances respecting persons or property to which the will relates are legitimate evidence to enable the court to ascertain the meaning and application of the words of the will. *Doe d. Hiscocks* v. *Hiscocks*, 5 M. & W. 363; *Stevenson* v. *Druley*, 4 Ind. 519. But to do this a court cannot hear declarations of intention by the testator, as this permits parol matter to evidence intentions which the law requires to be written with certain formalities. *Doe d. Hiscocks* v. *Hiscocks*, *supra*; *Wootton* v. *Redd*, 12 Gratt. (Va.) 196. A stronger reason seems to be the practical one that such evidence can be manufactured with great ease. See 4 WIGMORE, EVIDENCE, § 2471. However, this rule is subject to the exception that if the description in the will accurately applies to two or more persons or things, declarations by the testator are admissible to show which one is meant. *Doe d. Gord* v. *Needs*, 2 M. & W. 129. In such a case the declarations are used merely to expand and make more specific